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CONTRACT FOR LEGAL SERVICES FOR CHAPTER 7 BANKRUPTCY

THIS AGREEMENT is made on September 17, 2010, between the Law Office of John W. Raven and Helen Hyatt referred to below as "Client".

- 1. The Client requires legal services regarding a Chapter 7 Bankruptcy and wishes to employ the Law Office of John W. Raven to handle the matter.
- 2. The Client retains the Law Office of John W. Raven for the preparation of the Bankruptcy papers; preparation of the Bankruptcy Petition, Schedules and Statement of Affairs; preparation of any Reaffirmation Agreements and attendance at the First Meeting of Creditors.
- 3. The Client agrees that work relating to this Bankruptcy will be done by the Attorney and/or paralegal/secretary employed by the Law Office of John W. Raven, at the discretion of John W. Raven.
- 4. The Client agrees to pay the Law Office of John W. Raven the following fees and costs for the work described in paragraph 2 above:
 - A) The sum of:
- \$ 1,501.00 as attorney fees
- \$ 299.00 as the filing fee
- \$ 0.00 for the credit report
- B) An additional filing fee of \$26.00 and a \$75.00 attorney fee for amending or correcting any schedules, which includes the adding of additional creditors, after the initial filing of the Bankruptcy.
- C) The following costs shall be paid in <u>addition</u> to the above stated attorney fees and filing fees:
 - 1) All Court costs allowed by the Court
 - 2) All telephone expenses actually incurred by the attorney for long distance telephone calls
 - 3) All copying expenses at the rate of \$.25 per page
 - 4) All facsimile expenses at the rate of \$1.00 per page
 - 5) All postage expenses
 - 6) All over night courier expenses

You will be billed at the end of your case for these expenses. The Law Office of John W. Raven agrees to accept the above stated fees and costs from the Client and to perform the necessary legal services with diligence and dispatch in connection with this Chapter 7 Bankruptcy.

- 5. The Client agrees to pay the Law Office of John W. Raven for the services to be preformed in accordance with Paragraph 2 above and in accordance with the charges as set forth in paragraph 4 above, as follows:
 - \$1,501.00 as a retainer at the time of the execution of this agreement and the balance of any attorney fees and costs to be paid in minimum payments of \$0.00 on September 17, 2010 and the same amount each month thereafter to pay obligation in full. The Client further understands and agrees to pay the entire balance of the attorney fees and costs within five (5) months of the signing of this Contract for Legal Services.
- 6. It is specifically understood by the Client that although the Law Office of John W. Raven is agreeing to undertake the filing of the Client's Chapter 7 Bankruptcy, the undersigned attorney is <u>not</u> agreeing to represent the Client in any Adversary Proceeding or in any other disputed or contested matter, such as an Objection filed by a Creditor or the Trustee. If an Adversary Proceeding or a disputed or contested matter is filed against the Client, the Client may retain the services of the Law Office of John W. Raven by executing a specific Contract for Legal Services covering these matters and by paying an agreed upon retainer, before the

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commencement of representation of the Client by the undersigned attorney. Further, the Client agrees to pay the Law Office of John W. Raven the following fees and costs for the work described in this paragraph as follows:

- A) Attorney fees at the rate of \$200.00 per hour, to be billed in minimum .1 hour increments
- B) Paralegal fees at the rate of \$65.00 per hour, to be billed in minimum .1 hour increments
- C) The following costs shall be paid in <u>addition</u> to the above stated attorney and paralegal fees
 - 1) All Court costs allowed by the Court
 - 2) All telephone expenses actually incurred by the attorney for long distance telephone calls
 - 3) All copying expenses at the rate of \$.25 per page
 - 4) All facsimile expenses at the rate of \$1.00 per page
 - 5) All postage expenses
 - 6) All over night courier expenses
 - 7) All filing fees, service fees, subpoena fees and witness fees

All attorney fees and costs billed to the Client for any legal services preformed pursuant to this paragraph shall be paid within thirty (30) days of the completion of the legal services, unless another written agreement for payment is executed between the Client and the Law Offices of John W. Raven, changing the terms for payment.

- 6. It is further understood by the Client that the Law Office of John W. Raven does not give tax advice. The Client should consult with an accountant or tax expert prior to filing bankruptcy regarding any tax issues.
- 7. The Client agrees that the Law Office of John W. Raven shall be entitled to an attorney's lien on any asset owned or due to the Client for any outstanding amount and/or balance that is due and owing by the Client to the Law Office of John W. Raven under the provisions of this Contract for Legal Services.
- 8. The Client understands that Rule 1.16 of the Michigan Rules of Professional Conduct allows the Law Office of John W. Raven to withdraw from representation of the Cleint if any of the following occur:
- A) The Client insists upon pursuing a course of action that the attorney considers repugnant or imprudent
- B) The Client fails to pay the fees and costs required under this Contract after reasonable warning that non-payment will result in withdrawal
- C) Continued representation will result in an unreasonable financial burden on the attorney
- 9. The Client hereby acknowledges receipt of a copy of this Contract for Legal Services. Signed in Greenville, Michigan, on the date and year first written above.

<u>/s/ Helen Hyatt</u>	
Helen Hyatt	
Accepted By: Law Office of John W. Raven	
John W. Davien	P 26896
John W. Raven	P 20090
Attorney at Law	